

RFP 20-17
Temporary Fire Station Space

May 8, 2020



Proposals Due by 1:00PM

May 21, 2020

GENERAL CONDITIONS AND NOTICE TO PROPERTY OWNERS

1. Sealed proposals for the supply of temporary fire station facility space to the City of Greenfield ("City") will be received no later than 1:00pm May 21, 2020. All proposals received will be recorded in the presence of such Proposers as desire to be in attendance on May 27th at City Hall, subject to current social distancing limitations, and face masks must be worn to enter the building. No proposals will be accepted after the time and date specified. Because City Hall is closed to the public, please mail all responses to the following address:

Greenfield Procurement Office
c/o Construction Monitoring Services
270 Main Street, Marlborough, MA 01752

2. The Proposer must submit their signed proposals consisting of two elements (a price proposal and a non-price proposal) in two separate sealed envelopes clearly marked:

- i. "Price Proposal- Temporary Fire Station Space"
- ii. "Non-Price Proposal-Temporary Fire Station Space"

3. Both envelopes should be addressed to: City of Greenfield "Temporary Fire Station Space" with the address c/o Construction Monitoring Services, 270 main Street, Marlborough, MA 01752.

4. Telephone, internet and faxed proposals will not be accepted.

5. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.

6. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as not responsive by the City. Conditional proposals will not be accepted. The City reserves the right to reject any and all proposals and to make an award in a manner deemed in the best interest of the City.

6. All submitted proposals and associated lease/rental prices must be guaranteed to the City for a period of at least ninety (90) calendar days from the date of the proposal opening.

8. The successful Proposer will not be permitted to either assign or underlet the contract/lease nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Permanent Building Committee.

9. When submitting a proposal, the Proposer shall submit one (1) original and four (4) copies of the Proposal and if the City accepts said proposal, it shall constitute part of the contract for lease.

10. Under the provisions of Massachusetts General Laws, Chapter 30B and Chapter 7, Section

40J, a disclosure of beneficial interests will be filed with the Deputy Commissioner of the Division of Capital Asset Management once the contract award is made.

11. Before submitting a proposal, each Proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to all requirements, restrictions and conditions of this proposal associated with any offer of property/premises for lease by the City.
12. If Proposers have any questions concerning the terms and conditions set forth in this Request for Proposals, said questions must be submitted in writing to Neil Joyce, Construction Monitoring Services, Owner's Project Manager, 270 Main Street, Marlborough, MA 01752 or by email neil@CMS-MA.COM, no later than five (5) business days prior to the date provided for submission of proposals. No further consideration will be given after the proposal opening. Receipt of answers shall be acknowledged in response to proposal.
13. The successful Proposer will be required to indemnify the City for all damage to life and property that may occur due to the Proposer's negligence or that of their employees, subcontractors, etc., in connection with the property/premises to be offered for lease including any work performed or business conducted on or at said property by the Proposer, his agents, subcontractor's, etc., or other tenant's other than the City during any part of any negotiations or while a Lease Agreement may be in effect with the City. The City will be named as an additional insured on all insurance policies providing this protection.
14. Proposals may be withdrawn without penalty prior to the time and date specified for the proposal opening. Requests to withdraw a proposal must be made in writing, addressed to the City of Greenfield, Procurement Office, 14 Court Square, Greenfield, MA 01301, or via email at procurement@greenfield-ma.gov.

GENERAL CONDITIONS & REQUIREMENTS

Any/all property/premises offered to the City for use as a temporary fire station location, comes with the following requirements/restrictions that the successful proposer will be bound to as part of the contract for the lease of said property/premises.

1. In accordance with the provisions of Massachusetts General Law, Chapter 30B, the Greenfield Fire Department, through its Permanent Building Committee, is seeking to lease property/premises as a temporary location in which to offer the public services of the Fire Department to the community, with occupancy planned to commence on January 1, 2021, and extending for an estimated thirty-six (36) months thereafter, while the existing fire station is demolished and a new fire station headquarters is constructed. As part of the Lease, the City must be given the option to reduce or extend the Lease on a monthly basis, if so necessary. Depending on the construction schedule of the Fire station project, the actual lease time period may range from twenty-four (24) months to thirty-six (36) months.

2. As such, the City is requesting proposals from interested parties who wish to lease their property/premises to the City for this said purpose. All property/premises to be considered must be located within the City of Greenfield.
3. Property to be leased will be acquired under the provisions of Massachusetts General Laws, Chapter 30B, §16, and according to the evaluation criteria listed in this Request for Proposals (RFP).
4. The terms and conditions of the Lease offered must be acceptable to the City including, but not limited to, certification that the premises are in compliance with environmental and hazardous materials laws, that the Proposer is not actively engaged in any activity to cause the discharge or accumulation of hazardous waste, that the premises are not in violation of any applicable zoning, building, or subdivision laws or regulations, and that the Proposer has obtained all applicable approvals, licenses or other permits from any governing City Departments or Boards.
5. The Lease should:
 - a) name the parties to the Lease and the responsible parties to receive any notices under the Lease;
 - b) incorporate by reference the proposal chosen, including a detailed description of the leased property;
 - c) specify the duration of the lease, including any renewal, extension, or other options.
 - d) identify the payment terms, including when payments are due;
 - e) spell out all of the responsibilities and obligations of the property owner for responsibility to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; The City of Greenfield will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the City and for its own dumpster.
 - f) specify that Lease amendments must be in writing and signed by the Lessor or those individuals authorized to contract on behalf of the Lessor,
 - g) specify what constitutes cause to terminate the Lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem;

- h) prohibit any activity that would constitute a violation of the conflict of interest law (M.G.L.c.268A);
 - i) specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein; and
 - j) require a certification of tax compliance by the Lessor (M.G.L. c.62C, §49A) and a disclosure of beneficial interests (M.G.L.c.7, §40J).
6. The Proposer will grant a right of entry to the City and its agents to conduct all such necessary investigations, inspections and measurements as may be required in the City's judgment, necessary to determine if the offered premises are suitable for the Fire Station's use.
 7. The offered premises/area to be leased by the City, must be delivered free of occupants and tenants at the time of Lease signing.
 8. The "Proposer" may be any individual or group of owners who wish to combine their properties, or any parts thereof, for the purpose of offering said properties/premises for lease to the City in response to this RFP.

DESCRIPTION/ATTRIBUTES OF PREMISES BEING SOUGHT

1. Premises must offer accessibility to the population of public users for Fire Station services. Existing handicap accessibility or ability to conform to handicap/ADA requirements is mandatory.
2. The Premises must be located within the physical boundaries of the City of Greenfield, Massachusetts. Those sites located closer to the current location and the central area of the City will receive higher preference than those located in an outlying location.
3. Functionality of building components will be reviewed, such as complete handicapped accessibility, accessible restrooms (or the ability to easily install such), whether it is a single story site, has adequate/up-to-date heating & air conditioning capabilities, adequate Lighting levels for administrative use, etc. Public sewer connection will receive higher preference over private septic. The floor must be certified to handle a uniform weight load of 150 lbs per square foot and a concentrated load of 1,000 lbs. In lieu of certified floor loading, additional square footage may be provided to firematic storage and equipment loading, subject to review by a design professional.

Space must be suitable for occupancy and operation of fire department services, including unimpeded personnel and vehicular access to / from premises on a continuous basis (24 hrs / 7 days per week / 365 days per year). Space must have sufficient facilities to accommodate up to 12 fire fighters and administration, and should include overnight accommodations and shower facilities for up to six persons.

Sufficient garage spaces (not less than 2,500 SF) must be provided to allow conditioned storage of fire apparatus, including but not limited to ambulances, pump trucks and ladder trucks. Minimum height of 12'6" and minimum lengths of 45 feet is required. Garage space must maintain a minimum of 50 degrees F. In lieu of interior spaces, sufficient exterior space to install a temporary enclosure (provided by City) to house the fire apparatus may be acceptable.

4. Ability to accommodate any required tenant fit-up and accommodate a Broadband connection for a computer network. A total of ten (10) computers will be brought into the space along with copiers and other office equipment. Communications equipment, including exterior antennae and related equipment must be accommodated.
5. An acceptable level of security and the location of other businesses within the proximity of the offered site that are open during daytime, evening and weekend hours, presence of adequate exterior lighting, etc.
6. Availability of suitable parking that is safe/secure for occupants and patrons close to the leased premises, requiring a minimum of at least twenty (20) parking spaces.
7. Overall size of facility needed should be a minimum of approximately 3,500 square feet and up to 5,000 square feet. The majority of the space must be an open floor plan.
8. Premises offered must be available for fit-up and occupancy no later than December 1, 2020.
9. Flexibility to extend the term of the Lease at the option of the City / Fire station on a month-to-month basis. The anticipated term of the lease will be written for twenty-four (24) months, with occupancy commencing on or about January 1, 2020. The additional duration beyond the initial 24-month term may extend up to twelve (12) additional months.
10. The proposer must obtain a Certificate of Occupancy issued by the City of Greenfield after tenant fit-up has been completed and prior to occupancy and use.

SUBMISSION REQUIREMENTS

1. Proposers must submit one (1) original and four (4) copies of both the Non-Price Proposal and the Price Proposal with all required information.
2. The Non-Price Proposal must be submitted in a sealed envelope bearing on the outside the name and address of the Proposer and be labeled: "Non-Price Proposal – Temporary Fire Station Space". The Non-Price proposal should describe the attributes of the property being submitted; as it relates to the requirements listed above.

3. The Price Proposal must be submitted in a sealed envelope bearing on the outside the name and address of the Proposer and be labeled: "Price Proposal - Temporary Fire Station Space". Please utilize the Form for Bid located later in this RFP as the basis for your Price Proposal.
4. Complete proposal packages must be labeled "Temporary Fire Station Space" and received by 1:00PM, May 21, 2020, by its Public Procurement Officer with the address 14 Court Square, Greenfield, MA 01301.
5. Each Proposer must submit the following to be considered responsive and responsible:
 - a) Completed and signed Form for Bid, (Price Proposal) included in this RFP.
 - b) All proposals must be signed by the Proposer or are presentative of the Proposer authorized to act on behalf of the Proposer.
 - c) A plan showing the layout of the premises. RFP proposals for only a portion of the premises must show and state the area in square feet that is being offered.
 - d) Documentation for each "DESCRIPTION/ ATTRIBUTES OF PREMISES BEING SOUGHT", as listed in this RFP
 - e) All information as required/requested under the General Conditions & Requirements.
 - f) All proposals must contain all of the required forms (certificate of non-collusion and tax compliance certification, and Disclosure Statement) as provided herein, properly filled out and signed.
 - g) Proposers must submit a copy of the Draft Lease agreement that they would require the City to enter into for the Lease of the offered premises.
6. Proposers may submit any other information they believe is relevant to the premises they intend to offer or concerning the Lease or any special terms/arrangements any Proposer proposes to offer.

EVALUATION CRITERIA

The City will evaluate all proposals to determine the most advantageous proposal from a responsible and responsive Proposer taking into consideration all criteria, requirements set forth in this Request for Proposals and price. In evaluating proposals, the City will take into consideration all factors concentrating on the following evaluation criteria:

1. The location of the premises and square footage offered. Proximity to the City Center area will be given preference, but these are not the sole determining factors in the selection.

2. Functionality/adaptability of the offered premises to meet the needs of the Fire Station operations with minimal fit-up by the City.
3. Price

SPECIFIC SELECTION CRITERIA

The following questions pertain to the requirements listed in this RFP. These questions will be applied to all Proposals submitted. As applicable, the question will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. This rating will determine each proposal's overall favorableness as a potential site for the Temporary Fire station Facilities.

1. Does the Premises offer accessibility to the population of Fire Station users through existing handicap accessibility or ability to conform to handicap/ADA requirements?

Highly Advantageous: Offered Premises provides/meets all handicap accessibility/ADA Requirements at no additional costs.

Advantageous: Offered Premises can be easily modified to provide/meet handicap/ADA Requirements at no/low cost.

Not Advantageous: Offered Premises must be retrofit to provides/meets handicap/ADA Requirements at significant costs.

Unacceptable: Offered Premises cannot provide for or meet handicap/ADA requirements.

2. Does the Premises offer functionality, such as handicapped accessible restrooms, public sewer, whether it is a single story site, adequate/up-to-date heating & air conditioning capabilities, adequate lighting levels for intended use?

Highly Advantageous: Offered Premises is functional for intended purposes with handicapped accessible restrooms, public sewer, a sufficient 'footprint'; adequate/up-to-date heating& air conditioning capabilities and lighting levels.

Advantageous: Offered Premises is somewhat functional for intended purposes with sufficient space; adequate/up-to-date heating & air conditioning capabilities and lighting levels.

Unacceptable: Offered Premises is not functional for Fire Station purposes

3. Does the Premises have the ability to accommodate any required tenant fit-up, and the ability to accommodate a Broadband connection for a computer network?

Highly Advantageous: Offered Premises is suitable for fire station use, ready to move in, requires no tenant fit-up, and is able to accommodate wiring for fire station communications and computer network(s).

Advantageous: Offered Premises provides most required amenities and requires minor tenant fit-up.

Not Advantageous: Offered Premises requires significant tenant fit-up.

Unacceptable: Offered Premises is not capable of accommodating required tenant fit-up.

4. What is the availability of suitable parking and is the parking surface in good condition, safe/secure for patrons to use, is it adjacent or close to the leased premises, requiring a minimum of at least twenty spaces.

Highly Advantageous: Offered Premises provides adjacent parking area in good condition and maintenance.

Advantageous: Offered Premises provides convenient parking.

Unacceptable: Offered Premises does not provide convenient parking.

5. What is the availability of garage accommodations? If garage accommodations are not provided, what is the adequacy of area provided for vehicular storage / access? Is the parking surface in good condition, safe/secure for intended use? Is it adjacent to the leased premises? Is there direct access to the public way, suitable for use by fire fighting apparatus?

Highly Advantageous: Offered Premises provides enclosed and conditioned (heated) parking in good condition and maintenance of suitable size for intended use.

Advantageous: Offered Premises exterior space suitable for temporary enclosure construction.

Unacceptable: Offered Premises does not provide suitable garage space or sufficient exterior space for vehicular storage.

SELECTION PROCESS

1. A Selection Committee will evaluate all proposals based upon the above criteria and will recommend the proposal deemed to be in the best interest of the City.
2. One Lease will be awarded to the one responsive and responsible Proposer who the City determines offers the most advantageous proposal, taking into consideration all required qualifications, submission requirements and comparative selection criteria set forth in the RFP, as well as price. Emphasis in selecting as it shall be placed on the site's suitability to Fire Department's intended use. Upon selection of a proposal, if any, that the City determines is a good choice based upon the evaluation criteria listed herein, the City will negotiate the terms of the lease with the Proposer.
3. If the City selects a proposal but is unable to come to an agreement with the Proposer over the Lease terms, the City may, at its option, reject said proposal and begin negotiations with their second choice proposal, if any. If the City determines that none of the proposals received offers a site and/or an associated lease that is in the best interest of the City, then all proposals will be rejected; this Request for Proposals will be cancelled and no lease shall be made.
4. This Request for Proposals does not commit the City to award a contract/sign a Lease, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any offered premises. In the evaluation of any or all proposals, the City, at its discretion, may obtain technical support from outside sources. The Proposers will agree to fully cooperate with the personnel of such outside sources in the evaluation of their proposal. Failure to cooperate or respond in a timely manner to the needs of the City in this procurement may result in the rejection of your proposal.

FORM FOR BID (PRICE PROPOSAL)
CITY OF GREENFIELD, MASSACHUSETTS

The undersigned proposes to furnish space for a Temporary Fire Station Facility for the Greenfield Fire Department for the lease price specified below.

The undersigned acknowledges receipt of questions and Addenda as numerated:

Property Location (by street address):

Greenfield Assessor's Map (Lot & Parcel Number):

Area (in square feet) of premises offered:

A. The proposed monthly lease payment for years one and two (months one to twenty four) is
\$_____dollars

B. The proposed monthly lease payment for year three (months twenty five through thirty six) is
\$ _____dollars

C. The total proposed lease payment sum for (DURATION) \$_____ (in
numbers)

(in words)

D. The proposed monthly lease payment for the optional extension period (up to six months) is
\$_____ dollars per month.

The proposed monthly lease payment is a complete cost. The lessor is responsible to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; The City of Greenfield will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the City and for its own dumpster.

In submitting this bid, it is understood that the City of Greenfield reserves the right to reject any or all bids and to waive any informality in bidding if it be in the public interest to do so. It is

also agreed that this bid may not be withdrawn prior to ninety (90) days from the date of opening of bids without the consent of the City of Greenfield.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting proposal or proposal

Owner(s) Name:

Owner(s) Address:

City, State, Zip:

Telephone Number:

FAX Number:

Email Address:

Signature for Individual

Date

Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D §15.03?

YES _____ NO _____ Not Applicable _____

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Greenfield before award.